

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

PARK BUILDING, LTD,

Plaintiff,

v.

BEAUTY EXPRESS SALONS INC.

Defendant.

Case No. 2:21-cv-00033-JFC

District Judge Joy Flowers Conti

BEAUTY EXPRESS SALONS INC.

Counter-Plaintiff,

v.

PARK BUILDING, LTD,

Counter-Defendant.

**DEFENDANT/COUNTER-PLAINTIFF'S FIRST SET OF
REQUESTS FOR ADMISSION DIRECTED TO PLAINTIFF/COUNTER-DEFENDANT**

Defendant/Counter-Plaintiff Beauty Express Salons Inc. ("Beauty Express"), by and through its counsel and pursuant to Federal Rule of Civil Procedure 36, hereby requests that Plaintiff/Counter-Defendant Park Building, Ltd, ("Park Building") answer and respond to these First Set of Requests for Admission within thirty (30) days from the service hereof. Park Building shall supplement these responses in accordance with Federal Rule of Civil Procedure 26(e).

I. DEFINITIONS

The following Requests for Admission are to be answered with reference to the definitions set forth below, each of which shall be deemed to be a material part of each Request:

1. "Park Building" and "you" or "your" shall be understood to refer to Plaintiff/Counter-Defendant Park Building, Ltd, as well as counsel for Park Building, all agents, servants, employees, representatives, any other person acting on its behalf, and any others who are aware of or in the possession, custody or control of any information, document or thing for or on behalf of Park Building.

2. "Beauty Express" shall be understood to refer to Defendant/Counter-Plaintiff Beauty Express Salons Inc.

3. “Complaint” shall be understood to refer to the Complaint filed by Park Building in the above-captioned case on November 30, 2020.

4. “Lease” shall be understood to refer to the agreement entered into by and between Park Building and Beauty Express, commencing on October 1, 2015 and ending on September 30, 2020, regarding that certain space known as Suite 200 located at 355 Fifth Avenue, Pittsburgh, PA 15222.

5. “Lease Premises” shall be understood to refer to that certain space known as Suite 200 located at 355 Fifth Avenue, Pittsburgh, PA 15222.

6. “Building” shall be understood to refer to the building located at 355 Fifth Avenue, Pittsburgh, PA 15222 that includes the Lease Premises.

7. “E.V. Bishoff Company Rate” shall be understood to refer to the utility rate(s) charged by Park Building to Beauty Express for the Lease Premises pursuant to the Lease.

8. “Communication” means any contact, whether in person, in writing, oral, formal, informal, by telephone or any method whereby knowledge, facts or information is imparted or transmitted from one person or entity to another or to a file.

9. “Document” or “documents” whenever used herein shall mean all matters identified in Federal Rule of Civil Procedure 34, and shall include, but not be limited to, all written, typed, printed, recorded, photographic or graphic matter of every type and description, however and by whomever prepared, produced, reproduced, disseminated or made, in any form, now or formerly in the possession, custody or control of Park Building, its agents, representatives, and attorneys, or any of them, including, but not limited to, letters, correspondence, telegrams, e-mails, memoranda, records, minutes of all types of meetings, contracts, subcontracts, agreements, guarantees, intra- and inter-office communications, audited or unaudited financial statements, audit reports, projections, account summaries, daily collateral reports, analyses, results of investigations, reviews, bulletins, proposals, estimates, appraisals, recommendations, critiques, trip reports, financial calculations, notices, diaries, books, desk calendars, appointment books, messages, instructions, work assignments, notes, notebooks, drafts, data sheets, statistical records, telephone records, text or other electronic messages, tapes, video or tape recordings, partial or complete reports of telephone conversations, public and governmental filings, opinions, communications or messages or other data sent, received, posted, or accessed through social media, including, but not limited to, applications such as Twitter, Facebook, Instagram, Snapchat, WhatsApp, and GroupMe, and any other writings or recordings.

10. “Identify,” when referring to a person or persons, means to state the current name, address and telephone number of the person about whom the information is sought. When referring to individuals, please state the name of their present or last known employer, their office or title, if any, and their job description. Also, please state the nature and dates of their affiliation with any party to this litigation and their office or title, job description and duties during such affiliation.

11. “Identify,” when used with respect to an act (including an alleged omission), communication, occurrence, statement or conduct (herein collectively called “act”) means to:

- (a) describe the substance of the event or events constituting such act and state the date when such act occurred;
- (b) identify each and every person participating in such act;
- (c) identify all other persons (if any) present when such act occurred;
- (d) state whether any minutes, notices, memoranda, or other record of such act was made;
- (e) state whether such record now exists; and
- (f) identify the person or persons presently having possession, custody or control of each such record.

12. “Identify,” when referring to a document, means to provide, as to each such document, the following information:

- (a) its date;
- (b) its title, if it has one; all identifying numbers, if any; all other identifying or categorizing designations; and a brief description of it (such as letter, memorandum, manuscript, notes, etc.);
- (c) its subject matter;
- (d) the name, title and address of each person who wrote, signed, initialed, dictated or otherwise participated in the creation of the document;
- (e) the name, title and address of each addressee, and of each other person receiving a copy of it;
- (f) its present location, and the name and address of its present custodian;
- (g) if the document is not an original, the name and address of the custodian of the original; and
- (h) any other designation necessary to sufficiently identify the document so that a copy of it may be ordered or obtained from its custodian.

If any such document was, but is no longer, in your possession, custody or control, or in existence, state its present location or the date and manner of its disposition.

13. “Identify,” when referring to a corporate entity or entities, shall mean to state the full corporate name and the date and place of incorporation, if known, and its present address and telephone number.

14. “Person” shall mean individual, corporation, non-profit corporation, sole proprietorship, partnership, limited partnership, professional association, joint venture, agency, agent, trust and/or any other legal entity.

15. “Refer” or “relate to” (or any form thereof) shall mean constituting, reflecting, representing, supporting, contradicting, referring to, stating, describing, recording, noting, embodying, containing, mentioning, studying, analyzing, discussing, evaluating, or being relevant to. As indicated, the term necessarily includes information which is in opposition to, as well as in support of, the position(s) and claim(s) of Park Building in this action.

II. GENERAL PROVISIONS AND INSTRUCTIONS

1. All information is to be divulged which is in your possession, custody or control or within the possession, custody or control of your attorneys, investigators, agents, employees or other representatives of you or your attorneys.

2. If you object to any Request, or any subparagraph or subpart of any Request, on the basis of privilege (attorney-client communications, work product or any other alleged privilege), for each objection state:

- (a) the date and place of the communication;
- (b) the identity of each person who was present at or who participated in such communication;
- (c) the type of communication;
- (d) the general subject matter of the communication;
- (e) the Request seeking the communication; and
- (f) the privilege channel.

3. If you cannot respond to any particular Request, please:

- (a) identify any documents that might contain material which, in your opinion, is relevant to the response sought; and
- (b) identify any individual or entity that you believe might have knowledge of material which, in your opinion, is relevant to the response sought.

4. The following rules of construction apply to these Requests:

- (a) the term “all” shall be construed to mean each or any and the term “each” or “any” shall be construed to mean all as necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside of its scope;

- (b) the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside of its scope;
- (c) the use of the singular form of any word includes the plural and *vice versa*;
- (d) any Request propounded in the masculine shall be used as if propounded in the feminine and *vice versa*; and
- (e) any Request propounded in the present tense shall be used as if propounded in the past tense and *vice versa*.

5. Pursuant to Federal Rule of Civil Procedure 36, these Requests shall be deemed admitted unless Park Building serves upon Beauty Express specific written responses within the thirty (30) day time limit prescribed by the Rule.

6. All requests for discovery by Beauty Express in this case are continuing. In the event that any information comes to your attention subsequent to the serving of your responses to these Requests, which information is responsive to any request for discovery below or which would alter or change in any way a response, and which was not included in your responses to the Requests below, such additional information shall be furnished to counsel for Beauty Express as soon as possible without further request.

III. REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that the E.V. Bishoff Company Rate was different than the rate that Park Building was charged by the relevant public utility for electric for the Building.

RESPONSE:

REQUEST FOR ADMISSION NO. 2: Admit that the E.V. Bishoff Company Rate was different than the rate that Park Building was charged by the relevant public utility for water for the Building.

RESPONSE:

REQUEST FOR ADMISSION NO. 3: Admit that the E.V. Bishoff Company Rate was different than the rate that Park Building paid to the relevant public utility for electric for the Building.

RESPONSE:

REQUEST FOR ADMISSION NO. 4: Admit that the E.V. Bishoff Company Rate was different than the rate that Park Building paid to the relevant public utility for water for the Building.

RESPONSE:

REQUEST FOR ADMISSION NO. 5: Admit that prior to June 2, 2020, Mr. Brian Luborsky informed Mr. David Bishoff that Beauty Express did not intend to renew the Lease beyond September 30, 2020.

RESPONSE:

REQUEST FOR ADMISSION NO. 6: Admit that prior to June 2, 2020, Mr. David Bishoff understood that Beauty Express did not intend to renew the Lease beyond September 30, 2020.

RESPONSE:

REQUEST FOR ADMISSION NO. 7: Admit that Beauty Express was not able to operate its business in the Lease Premises from March 17, 2020 through June 4, 2020 due to government restrictions related to the COVID-19 pandemic.

RESPONSE:

REQUEST FOR ADMISSION NO. 8: Admit that Beauty Express did not occupy the Lease Premises after September 26, 2020.

RESPONSE:

REQUEST FOR ADMISSION NO. 9: Admit that the \$409.60 charged by Park Building to Beauty Express for water service from April 6, 2020 through May 1, 2020 as referenced in the invoice attached hereto as Exhibit A was not based on the water actually consumed or wasted in the Lease Premises during that time period.

RESPONSE:

REQUEST FOR ADMISSION NO. 10: Admit that the \$205.20 charged by Park Building to Beauty Express for water service from May 1, 2020 to June 4, 2020 as referenced in the invoice

attached hereto as Exhibit A was not based on the water actually consumed or wasted in the Lease Premises during that time period.

RESPONSE:

REQUEST FOR ADMISSION NO. 11: Admit that the \$758.00 charged by Park Building to Beauty Express for water service from October 1, 2020 through November 2, 2020 as referenced in the invoice attached hereto as Exhibit A was not based on the water actually consumed or wasted in the Lease Premises during that time period.

RESPONSE:

Date: October 15, 2021

/s/ Jared S. Hawk

Jared S. Hawk

Pa. I.D. No. 92959

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John A. Marty

Pa. I.D. No. 324405

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Telephone: (412) 209-2500

Facsimile: (412) 209-2539

*Counsel for Defendant/Counter-Plaintiff Beauty
Express Salons Inc.*

EXHIBIT A

SEND PAYMENT TO

Park Building, LTD
33 N. 3rd St, Suite 500
Columbus, OH 43215
(614) 221-4736

evbco.com

Please address billing disputes and written inquiries to Park Building, LTD, 33 N. 3rd St, Suite 500, Columbus, OH 43215. For other questions, call (614) 221-4736

INVOICE DATE

May 17, 2021

INVOICE FOR

Z - Beauty Express Salon
355 FIFTH AVENUE
200
PITTSBURGH, PA 15222

TOTAL AMOUNT DUE

\$101,877.35

PAY THIS BILL ONLINE AT

<https://evbishoff.appfolio.com/connect>

| DATE | DESCRIPTION | TIME PERIOD | AMOUNT | BALANCE |
|------------------|------------------------------|--|------------|--------------|
| PAYMENT HISTORY | | | | |
| 01 APR | RENT CONCESSION | APRIL 2021 | \$6,023.65 | \$93,544.36 |
| 01 APR | TAXES INCOME | APRIL 2021 | \$295.35 | \$93,839.71 |
| 01 APR | INSURANCE INCOME | APRIL 2021 | \$110.76 | \$93,950.47 |
| 01 APR | OPERATING EXPENSE INCOM | APRIL 2021 | \$239.71 | \$94,190.18 |
| 01 APR | GAS/HEAT INCOME | APRIL 2021 | \$179.23 | \$94,369.41 |
| 01 APR | MISCELLANEOUS INCOME [BLANK] | APRIL 2021 | \$10.00 | \$94,379.41 |
| 12 APR | ELECTRIC INCOME | ELECTRIC SERVICE FROM 3-3-21 TO 4-8-21 | \$115.44 | \$94,494.85 |
| 12 APR | WATER INCOME | WATER SERVICE FROM 3-3-21 TO 4-8-21 | \$6.40 | \$94,501.25 |
| 01 MAY | RENT CONCESSION | MAY 2021 | \$6,023.65 | \$100,524.90 |
| 01 MAY | TAXES INCOME | MAY 2021 | \$295.35 | \$100,820.25 |
| 01 MAY | INSURANCE INCOME | MAY 2021 | \$110.76 | \$100,931.01 |
| 01 MAY | OPERATING EXPENSE INCOM | MAY 2021 | \$239.71 | \$101,170.72 |
| 01 MAY | GAS/HEAT INCOME | MAY 2021 | \$179.23 | \$101,349.95 |
| 01 MAY | MISCELLANEOUS INCOME [BLANK] | MAY 2021 | \$10.00 | \$101,359.95 |
| PAST DUE CHARGES | | | | |
| 14 FEB | WATER INCOME | WATER SERVICE FROM 1-3-19 TO 2-6-19 | \$380.00 | \$377.72 |
| 17 JUL | ELECTRIC INCOME | ELECTRIC SERVICE FROM 6-2-19 TO 7-2-19 | \$354.12 | \$554.78 |
| 17 JUL | WATER INCOME | WATER SERVICE FROM 6-2-19 TO 7-2-19 | \$317.20 | \$713.38 |
| 13 AUG | ELECTRIC INCOME | ELECTRIC SERVICE FROM 7-2-19 TO 8-8-19 | \$581.52 | \$1,004.14 |
| 13 AUG | WATER INCOME | WATER SERVICE FROM 7-2-19 TO 8-8-19 | \$403.08 | \$1,205.68 |
| 16 SEP | ELECTRIC INCOME | ELECTRIC SERVICE FROM 8-8-19 TO 9-9-19 | \$531.12 | \$1,471.24 |

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|---------------|------------------------------|---|-------------------|--------------------|
| 16 SEP | WATER INCOME | WATER SERVICE FROM 8-8-19 TO 9-9-19 | \$378.92 | \$1,660.70 |
| 30 SEP | NSF FEES | NSF CHARGE | \$25.00 | \$1,685.70 |
| 14 OCT | ELECTRIC INCOME | ELECTRIC SERVICE FROM 9-9-19 TO 10-8-19 | \$488.04 | \$1,929.72 |
| 15 OCT | WATER INCOME | WATER SERVICE FROM 9-9-19 TO 10-8-19 | \$312.80 | \$2,086.12 |
| 19 NOV | ELECTRIC INCOME | ELECTRIC SERVICE FROM 10-8-19 TO 11-4-19 | \$327.60 | \$2,249.92 |
| 19 NOV | WATER INCOME | WATER SERVICE FROM 10-8-19 TO 11-4-19 | \$300.80 | \$2,400.32 |
| 17 DEC | ELECTRIC INCOME | ELECTRIC SERVICE FROM 11-4-19 TO 12-2-19 | \$321.36 | \$2,561.00 |
| 17 DEC | WATER INCOME | WATER SERVICE FROM 11-4-19 TO 12-2-19 | \$2,669.20 | \$3,895.60 |
| 01 JAN | GAS/HEAT INCOME | JANUARY 2020 - GAS | \$174.01 | \$3,908.93 |
| 01 JAN | MISCELLANEOUS INCOME [BLANK] | JANUARY 2020 | \$10.00 | \$3,918.93 |
| 14 JAN | ELECTRIC INCOME | ELECTRIC SERVICE FROM 12-2-19 TO 1-6-20 | \$549.84 | \$4,193.85 |
| 18 FEB | ELECTRIC INCOME | ELECTRIC SERVICE FROM 1-6-20 TO 2-4-20 | \$478.32 | \$4,433.01 |
| 09 MAR | LATE FEE | LATE FEE FOR MAR 2020 | \$731.01 | \$5,164.02 |
| 18 MAR | ELECTRIC INCOME | ELECTRIC SERVICE FROM 2-4-20 TO 2-28-20/461843KWH PRIOR 459017KWH DIFFERENCE 2826 | \$339.12 | \$5,333.58 |
| 18 MAR | WATER INCOME | WATER SERVICE FROM 2-4-20 TO 2-28-20 | \$230.80 | \$5,448.98 |
| 09 APR | LATE FEE | LATE FEE FOR APR 2020 | \$1,123.45 | \$6,572.43 |
| 17 APR | ELECTRIC INCOME | ELECTRIC SERVICE FROM 2-28-20 TO 4-6-20 | \$387.48 | \$6,766.17 |
| 01 MAY | TAXES INCOME | MAY 2020 - TAXES | \$286.75 | \$7,052.92 |
| 01 MAY | INSURANCE INCOME | MAY 2020 - INSURANCE | \$107.53 | \$7,160.45 |
| 01 MAY | OPERATING EXPENSE INCOM | MAY 2020 - OPERATING EXP. | \$232.73 | \$7,393.18 |
| 01 MAY | GAS/HEAT INCOME | MAY 2020 - GAS | \$174.01 | \$7,567.19 |
| 01 MAY | MISCELLANEOUS INCOME [BLANK] | MAY 2020 | \$10.00 | \$7,577.19 |
| 09 MAY | LATE FEE | LATE FEE FOR MAY 2020 | \$1,526.38 | \$9,103.57 |
| 12 MAY | ELECTRIC INCOME | ELECTRIC SERVICE FROM 4-6-20 TO 5-1-20 | \$80.52 | \$9,184.09 |
| 12 MAY | WATER INCOME | WATER SERVICE FROM 4-6-20 TO 5-1-20 | \$409.60 | \$9,593.69 |
| 01 JUN | RENT CONCESSION | JUNE 2020 | \$5,736.81 | \$14,962.78 |
| 01 JUN | TAXES INCOME | JUNE 2020 - TAXES | \$286.75 | \$15,249.53 |
| 01 JUN | INSURANCE INCOME | JUNE 2020 - INSURANCE | \$107.53 | \$15,357.06 |

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|--------|---------------------------------|---|-------------------|--------------------|
| 01 JUN | OPERATING EXPENSE INCOM | JUNE 2020 - OPERATING EXP. | \$232.73 | \$15,589.79 |
| 01 JUN | GAS/HEAT INCOME | JUNE 2020 - GAS | \$174.01 | \$15,763.80 |
| 01 JUN | MISCELLANEOUS INCOME [BLANK] | JUNE 2020 | \$10.00 | \$15,773.80 |
| 09 JUN | LATE FEE | LATE FEE FOR JUN 2020 | \$1,075.54 | \$16,849.34 |
| 17 JUN | ELECTRIC INCOME | ELECTRIC SERVICE FROM 5-1-20 TO 6-4-20 | \$338.16 | \$17,187.50 |
| 17 JUN | WATER INCOME | WATER SERVICE FROM 5-1-20 TO 6-4-20 | \$205.20 | \$17,392.70 |
| 09 JUL | LATE FEE | LATE FEE FOR JUL 2020 | \$1,483.87 | \$18,876.57 |
| 15 JUL | ELECTRIC INCOME | ELECTRIC SERVICE FROM 6-4-20 TO 7-1-20 | \$215.88 | \$19,092.45 |
| 15 JUL | WATER INCOME | WATER SERVICE FROM 6-4-20 TO 7-1-20 | \$118.80 | \$19,211.25 |
| 01 AUG | RENT CONCESSION | AUGUST 2020 | \$5,736.81 | \$24,948.06 |
| 01 AUG | TAXES INCOME | AUGUST 2020 - TAXES | \$286.75 | \$25,234.81 |
| 01 AUG | INSURANCE INCOME | AUGUST 2020 - INSURANCE | \$107.53 | \$25,342.34 |
| 01 AUG | OPERATING EXPENSE INCOM | AUGUST 2020 - OPERATING EXP. | \$232.73 | \$25,575.07 |
| 01 AUG | GAS/HEAT INCOME | AUGUST 2020 - GAS | \$174.01 | \$25,749.08 |
| 01 AUG | MISCELLANEOUS INCOME [BLANK] | AUGUST 2020 | \$10.00 | \$25,759.08 |
| 09 AUG | LATE FEE | LATE FEE FOR AUG 2020 | \$1,574.80 | \$27,333.88 |
| 13 AUG | ELECTRIC INCOME | ELECTRIC SERVICE FROM 7-1-20 TO 8-3-20 | \$534.96 | \$27,868.84 |
| 13 AUG | WATER INCOME | WATER SERVICE FROM 7-1-20 TO 7-31-20 | \$240.00 | \$28,108.84 |
| 01 SEP | RENT CONCESSION | SEPTEMBER 2020 | \$5,736.81 | \$33,845.65 |
| 01 SEP | TAXES INCOME | SEPTEMBER 2020 - TAXES | \$286.75 | \$34,132.40 |
| 01 SEP | INSURANCE INCOME | SEPTEMBER 2020 - INSURANCE | \$107.53 | \$34,239.93 |
| 01 SEP | OPERATING EXPENSE INCOM | SEPTEMBER 2020 - OPERATING EXP. | \$232.73 | \$34,472.66 |
| 01 SEP | GAS/HEAT INCOME | SEPTEMBER 2020 - GAS | \$174.01 | \$34,646.67 |
| 01 SEP | MISCELLANEOUS INCOME [BLANK] | SEPTEMBER 2020 | \$10.00 | \$34,656.67 |
| 09 SEP | LATE FEE | LATE FEE FOR SEP 2020 | \$2,019.68 | \$36,676.35 |
| 14 SEP | ELECTRIC INCOME | ELECTRIC SERVICE FROM 8-3-20 TO 9-3-20 | \$503.88 | \$37,180.23 |
| 01 OCT | RENT CONCESSION | OCTOBER 2020 | \$6,023.65 | \$43,203.88 |
| 01 OCT | TAXES INCOME | OCTOBER 2020 - TAXES | \$286.75 | \$43,490.63 |
| 01 OCT | INSURANCE INCOME | OCTOBER 2020 - INSURANCE | \$107.53 | \$43,598.16 |

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|--------|------------------------------|--|-------------------|--------------------|
| 01 OCT | OPERATING EXPENSE INCOM | OCTOBER 2020 - OPERATING EXP. | \$232.73 | \$43,830.89 |
| 01 OCT | GAS/HEAT INCOME | OCTOBER 2020 - GAS | \$174.01 | \$44,004.90 |
| 01 OCT | MISCELLANEOUS INCOME [BLANK] | OCTOBER 2020 | \$10.00 | \$44,014.90 |
| 19 OCT | MISCELLANEOUS INCOME [BLANK] | 5 CHAIRS @ \$200 EACH, \$200 GENERAL CLEANING, \$300 REMOVAL OF FURNITURE & TRASH, \$400 FOR HAULING FURNITURE & TRASH | \$1,900.00 | \$45,914.90 |
| 01 NOV | RENT CONCESSION | NOVEMBER 2020 | \$6,023.65 | \$51,938.55 |
| 01 NOV | TAXES INCOME | NOVEMBER 2020 - TAXES | \$286.75 | \$52,225.30 |
| 01 NOV | INSURANCE INCOME | NOVEMBER 2020 - INSURANCE | \$107.53 | \$52,332.83 |
| 01 NOV | OPERATING EXPENSE INCOM | NOVEMBER 2020 - OPERATING EXP. | \$232.73 | \$52,565.56 |
| 01 NOV | GAS/HEAT INCOME | NOVEMBER 2020 - GAS | \$174.01 | \$52,739.57 |
| 01 NOV | MISCELLANEOUS INCOME [BLANK] | NOVEMBER 2020 | \$10.00 | \$52,749.57 |
| 18 NOV | ELECTRIC INCOME | ELECTRIC SERVICE FROM 10-1-20 TO 11-2-20 | \$508.92 | \$53,258.49 |
| 18 NOV | WATER INCOME | WATER SERVICE FROM 10-1-20 TO 11-2-20 | \$758.00 | \$54,016.49 |
| 01 DEC | RENT CONCESSION | DECEMBER 2020 | \$6,023.65 | \$60,040.14 |
| 01 DEC | TAXES INCOME | DECEMBER 2020 - TAXES | \$286.75 | \$60,326.89 |
| 01 DEC | INSURANCE INCOME | DECEMBER 2020 - INSURANCE | \$107.53 | \$60,434.42 |
| 01 DEC | OPERATING EXPENSE INCOM | DECEMBER 2020 - OPERATING EXP. | \$232.73 | \$60,667.15 |
| 01 DEC | GAS/HEAT INCOME | DECEMBER 2020 - GAS | \$174.01 | \$60,841.16 |
| 01 DEC | MISCELLANEOUS INCOME [BLANK] | DECEMBER 2020 | \$10.00 | \$60,851.16 |
| 17 DEC | ELECTRIC INCOME | SERVICE FROM 11-2-20 TO 12-2-20 | \$77.04 | \$60,928.20 |
| 01 JAN | RENT CONCESSION | JANUARY 2021 | \$6,023.65 | \$66,951.85 |
| 01 JAN | TAXES INCOME | JANUARY 2021 | \$295.35 | \$67,247.20 |
| 01 JAN | INSURANCE INCOME | JANUARY 2021 | \$110.76 | \$67,357.96 |
| 01 JAN | OPERATING EXPENSE INCOM | JANUARY 2021 | \$239.71 | \$67,597.67 |
| 01 JAN | GAS/HEAT INCOME | JANUARY 2021 | \$179.23 | \$67,776.90 |
| 01 JAN | MISCELLANEOUS INCOME [BLANK] | JANUARY 2021 | \$10.00 | \$67,786.90 |
| 15 JAN | ELECTRIC INCOME | ELECTRIC SERVICE FROM 12-2-20 TO 1-14-20 | \$106.44 | \$67,893.34 |
| 20 JAN | SECURITY DEPOSIT INCOME | SEC. DEP. APPLIED TO ACCOUNT | \$5,736.81 | \$73,630.15 |
| 01 FEB | RENT CONCESSION | FEBRUARY 2021 | \$6,023.65 | \$79,653.80 |

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|---------------|---------------------------------|--|-------------------|---------------------|
| 01 FEB | TAXES INCOME | FEBRUARY 2021 | \$295.35 | \$79,949.15 |
| 01 FEB | INSURANCE INCOME | FEBRUARY 2021 | \$110.76 | \$80,059.91 |
| 01 FEB | OPERATING EXPENSE INCOM | FEBRUARY 2021 | \$239.71 | \$80,299.62 |
| 01 FEB | GAS/HEAT INCOME | FEBRUARY 2021 | \$179.23 | \$80,478.85 |
| 01 FEB | MISCELLANEOUS INCOME [BLANK] | FEBRUARY 2021 | \$10.00 | \$80,488.85 |
| 17 FEB | ELECTRIC INCOME | ELECTRIC SERVICE FROM 1-14-21 TO 2-5-21 | \$94.44 | \$80,583.29 |
| 17 FEB | WATER INCOME | WATER SERVICE FROM 12-2-20 TO 2-5-21 | \$1.20 | \$80,584.49 |
| 01 MAR | RENT CONCESSION | MARCH 2021 | \$6,023.65 | \$86,608.14 |
| 01 MAR | TAXES INCOME | MARCH 2021 | \$295.35 | \$86,903.49 |
| 01 MAR | INSURANCE INCOME | MARCH 2021 | \$110.76 | \$87,014.25 |
| 01 MAR | OPERATING EXPENSE INCOM | MARCH 2021 | \$239.71 | \$87,253.96 |
| 01 MAR | GAS/HEAT INCOME | MARCH 2021 | \$179.23 | \$87,433.19 |
| 01 MAR | MISCELLANEOUS INCOME [BLANK] | MARCH 2021 | \$10.00 | \$87,443.19 |
| 17 MAR | ELECTRIC INCOME | ELECTRIC SERVICE FROM 2-5-21 TO 3-3-21 | \$77.52 | \$87,520.71 |
| 01 APR | RENT CONCESSION | APRIL 2021 | \$6,023.65 | \$93,544.36 |
| 01 APR | TAXES INCOME | APRIL 2021 | \$295.35 | \$93,839.71 |
| 01 APR | INSURANCE INCOME | APRIL 2021 | \$110.76 | \$93,950.47 |
| 01 APR | OPERATING EXPENSE INCOM | APRIL 2021 | \$239.71 | \$94,190.18 |
| 01 APR | GAS/HEAT INCOME | APRIL 2021 | \$179.23 | \$94,369.41 |
| 01 APR | MISCELLANEOUS INCOME [BLANK] | APRIL 2021 | \$10.00 | \$94,379.41 |
| 12 APR | ELECTRIC INCOME | ELECTRIC SERVICE FROM 3-3-21 TO 4-8-21 | \$115.44 | \$94,494.85 |
| 12 APR | WATER INCOME | WATER SERVICE FROM 3-3-21 TO 4-8-21 | \$6.40 | \$94,501.25 |
| 01 MAY | RENT CONCESSION | MAY 2021 | \$6,023.65 | \$100,524.90 |
| 01 MAY | TAXES INCOME | MAY 2021 | \$295.35 | \$100,820.25 |
| 01 MAY | INSURANCE INCOME | MAY 2021 | \$110.76 | \$100,931.01 |
| 01 MAY | OPERATING EXPENSE INCOM | MAY 2021 | \$239.71 | \$101,170.72 |
| 01 MAY | GAS/HEAT INCOME | MAY 2021 | \$179.23 | \$101,349.95 |
| 01 MAY | MISCELLANEOUS INCOME [BLANK] | MAY 2021 | \$10.00 | \$101,359.95 |

CURRENT & UPCOMING CHARGES

| | | | | |
|---------------|---------------------------------|--|-------------------|---------------------|
| 17 MAY | ELECTRIC INCOME | ELECTRIC SERVICE FROM 4-8-21 TO 5-3-21 | \$515.40 | \$101,875.35 |
| 17 MAY | WATER INCOME | WATER SERVICE FROM 4-8-21 TO 5-3-21 | \$2.00 | \$101,877.35 |
| 01 JUN | RENT CONCESSION | JUNE 2021 | \$6,023.65 | \$107,901.00 |
| 01 JUN | MISCELLANEOUS INCOME [BLANK] | JUNE 2021 | \$10.00 | \$107,911.00 |
| 01 JUN | GAS/HEAT INCOME | JUNE 2021 | \$179.23 | \$108,090.23 |
| 01 JUN | TAXES INCOME | JUNE 2021 | \$295.35 | \$108,385.58 |
| 01 JUN | INSURANCE INCOME | JUNE 2021 | \$110.76 | \$108,496.34 |
| 01 JUN | OPERATING EXPENSE INCOM | JUNE 2021 | \$239.71 | \$108,736.05 |

CERTIFICATE OF SERVICE

I hereby certify that on October 15, 2021, I served a true and correct copy of the foregoing upon the following counsel of record via electronic and U.S. mail:

Matthew D. Urban
Matthew W. Pomy
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Pittsburgh, PA 15219
Counsel for Plaintiff/Counter-Defendant Park Building, Ltd.

/s/ Jared S. Hawk

Jared S. Hawk